

**AMENDMENT ONE**

**TO THE TRAFFIC EXCHANGE AGREEMENT  
DATED December 20, 2005**

**BETWEEN**

**CENTURYTEL OF CENTRAL WISCONSIN, LLC;  
CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC;  
CENTURYTEL OF FORESTVILLE, LLC;  
CENTURYTEL OF LARSEN-READFIELD, LLC;  
CENTURYTEL OF MONROE COUNTY, LLC;  
CENTURYTEL OF NORTHERN WISCONSIN, LLC;  
CENTURYTEL OF NORTHWEST WISCONSIN, LLC;  
CENTURYTEL OF SOUTHERN WISCONSIN, LLC;  
CENTURYTEL OF MIDWEST-KENDALL, LLC;  
CENTURYTEL OF MIDWEST-WISCONSIN, LLC;  
CENTURYTEL OF WISCONSIN, LLC;  
TELEPHONE USA OF WISCONSIN, LLC;**  
each of which is now doing business as, and is hereinafter referred to  
as "CENTURYLINK"

**And**

**COMCAST PHONE OF WISCONSIN, LLC**

Pursuant to this Amendment, the Parties identified above hereby agree to amend that certain Traffic Exchange Agreement dated December 20, 2005, that was entered into between the Parties (the "Agreement"), as the same may have previously been amended or extended by written agreement, to include the following provisions:

1. All capitalized terms not defined herein shall have the meaning described in the Agreement. The word "including" shall have the same meaning as "including but not limited to".

2. The Amendment will be deemed effective once executed by both parties and approved by the Wisconsin Public Service Commission.

3. **Amendment:** Notwithstanding anything set forth in the Agreement to the contrary, the provisions set forth on Attachment 1 hereto, which is appended hereto and incorporated herein, shall hereafter be given effect on a prospective basis from and after the effective date of this Amendment.

4. **Miscellaneous**

4.1. All of the other provisions of the Agreement shall remain in full force and effect. By signing this Amendment, neither Party waives any rights it may have under the Agreement, and each Party expressly reserves its rights to argue any position it may deem reasonable pursuant to the Agreement as amended hereby. CenturyLink shall submit this Amendment to the Wisconsin Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

4.2. Conflict between this Amendment and the Agreement: This Amendment shall be deemed to augment the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.


4.3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4.4. Scope of Amendment. This Amendment shall amend, modify, and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

**COMCAST PHONE OF WISCONSIN, LLC**


**CENTURYTEL OF CENTRAL  
WISCONSIN, LLC;  
CENTURYTEL OF FAIRWATER-  
BRANDON-ALTO, LLC;  
CENTURYTEL OF FORESTVILLE, LLC;  
CENTURYTEL OF LARSEN-READFIELD,  
LLC;  
CENTURYTEL OF MONROE COUNTY,  
LLC;  
CENTURYTEL OF NORTHERN  
WISCONSIN, LLC;  
CENTURYTEL OF NORTHWEST  
WISCONSIN, LLC;  
CENTURYTEL OF SOUTHERN  
WISCONSIN, LLC;  
CENTURYTEL OF MIDWEST-KENDALL,  
LLC;  
CENTURYTEL OF MIDWEST-  
WISCONSIN, LLC;  
CENTURYTEL OF WISCONSIN, LLC;  
TELEPHONE USA OF WISCONSIN, LLC;  
each of which is now doing business as,  
CENTURYLINK**

By:   
DocuSigned by:  
458A114E10F34EB...

Name: Michael Clancy

Title: VP Carrier Management

Date: 10/21/2011

By:   
05E9FC68BD57454...  
DocuSigned By: L T Christensen

Name: L.T. Christensen

Title: Director - Wholesale Contracts

Date: 10/24/2011

**Attachment One  
To  
Amendment ONE**

**DIRECTORY SERVICES**

**1. SCOPE**

CenturyLink, either directly or through a third party, publishes and distributes alphabetical (white pages) and/or classified (yellow pages) telephone directories (hereinafter the “Directory” or “Directories” as the case may be) in certain CenturyLink local exchange service areas (the “CenturyLink Local Areas”).

This Appendix sets forth the rates, terms and conditions pursuant to which CenturyLink agrees to provide to COMCAST basic services associated with the Directories such as publication of listings and distribution (the “Directory Services” or “Services”) as more particularly described in this Appendix. These terms are applicable only to hard copy directory books. CenturyLink and COMCAST may, from time to time, agree on the provision of additional services (“Additional Services”), which shall be furnished pursuant to addendums to this Appendix and governed by the terms and conditions set forth in this Agreement. No addendum for Additional Services shall be binding unless signed by the Parties.

**2. COMCAST OBLIGATIONS AND RESPONSIBILITIES**

The following obligations shall be the responsibility of COMCAST, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth on ***Exhibit A*** attached hereto:

- a. COMCAST may, in its sole discretion, submit to CenturyLink or, if so elected by COMCAST to submit an annual data file as provided herein to its designated third party publisher (“Publisher”), Listing Information (as hereinafter defined), as determined by COMCAST, relating to its subscribers (“Subscribers”) who desire published listings within a CenturyLink Directory. For purposes of this Agreement, “Listing Information” shall consist of the Subscriber’s name, address, telephone number, desired yellow pages classified heading (if any), and any other required listing information. Under no circumstances shall COMCAST provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied by COMCAST without charge to CenturyLink. Listing Information shall be supplied, to CenturyLink, in a Local Service Request (“LSR”) or a standalone Directory Service Request (“DSR”) or, if to the Publisher, in a data file format as provided

herein. Listing Information shall be submitted within the time frames as reasonably directed by CenturyLink and in accordance with established service guidelines in the CenturyLink Standard Practices, which may be accessed at <http://business.centurytel.com//business/Wholesale/>. Listing Information provided to CenturyLink via an LSR or DSR will be used by CenturyLink for purposes related to publishing directory listings.

- b. If providing Listing Information via an LSR or DSR, COMCAST shall separately provide to CenturyLink Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings. Where COMCAST elects to send an annual data file of Listing Information to the Publisher, COMCAST shall provide a separate distribution file to the Publisher.
- c. If required for resolution of a Directory related inquiry, request or complaint received by COMCAST from its Subscribers, COMCAST shall promptly notify CenturyLink, but in any event within ten (10) days, of receipt of such inquiry, request, or complaint and shall reasonably cooperate with CenturyLink and Publisher to resolve such matters in a timely and expeditious manner. If the Parties are unable to resolve such matters within thirty (30) days, either Party may invoke the Dispute Resolution process in this Agreement.
- d. If providing Listing Information via an LSR or DSR, COMCAST shall process all Listing Information change requests received from its Subscribers within commercially reasonable time frames.
- e. If providing Listing Information via an LSR or DSR, COMCAST shall transmit to CenturyLink all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by COMCAST to CenturyLink and held in CenturyLink's database.
- f. COMCAST will pay charges as set forth in the attached ***Exhibit A, Directory Services Fee Schedule***, for requested Services. Such charges shall include, but are not limited to, expenses associated with work performed by the Publisher, as identified in Exhibit A. Where COMCAST requests services or work that is outside the scope of that set forth in Exhibit A, CenturyLink shall provide the proposed charges, with explanation of the basis for the charges, and obtain prior written approval from COMCAST to undertake such work on COMCAST's behalf.
- g. For Listing Information held in the CenturyLink database, Galley Proofs (as hereinafter defined) are provided at no charge by CenturyLink 30 days prior to the annual Business Office Close ("BOC") for a Directory. COMCAST shall review the Galley Proofs and provide corrections to CenturyLink no later than five (5) business days prior to the BOC ("cut-off date"). Such cut-off date shall be at

parity with that required for CenturyLink to enter corrections of its own Listing Information. Notwithstanding the foregoing, should either Party identify pervasive or systemic errors requiring corrections to more than 10 percent of Comcast's listings, Comcast will take commercially reasonable efforts to initiate the process of submitting corrections no later than 15 days prior to BOC. COMCAST expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory and that changes are subject to a change charge as listed for Galley Proof changes in Exhibit A; provided however, no charge is applied if the error was made by CenturyLink. In the event COMCAST fails to provide CenturyLink with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and COMCAST shall indemnify CenturyLink for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs provided, however, that CenturyLink provides the Galley Proofs to COMCAST with the time frames required herein and that such Galley Proofs have not been modified after COMCAST's review. COMCAST may request additional Galley Proofs with at least one (1) week's advance notice to CenturyLink and at charges as provided in Exhibit B.

- h. If COMCAST elects to provide Listing Information via an annual data file to the CenturyLink Publisher, COMCAST will: (i) provide the annual one time data file for each individual directory to the Publisher prior to the BOC, with notice to CenturyLink at least forty-five (45) days prior to file submission of COMCAST intent to provide a data file of Listing Information; and (ii) provide the data file of Listing Information in a format as provided in Section 7 of this Appendix.

### **3. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES**

During the Term of this Agreement, the responsibilities of CenturyLink and, as directed by CenturyLink, its Publisher, shall be the following:

- a. CenturyLink shall include one standard listing ("COMCAST Listing") for each Subscriber, at no charge to COMCAST or COMCAST's subscribers, for whom CenturyLink or its Publisher receives Listing Information in CenturyLink's Directories for a CenturyLink Local Area in accordance with *Exhibit A*. Standard COMCAST Listings shall be interfiled alphabetically with listings of other local exchange telephone company subscribers and treated in the same manner as CenturyLink Listings and pursuant to this Appendix.
- b. Where COMCAST submits Listing Information via the LSR/DSR process, CenturyLink shall make reasonable provisions to ensure that COMCAST Subscribers' Listing Information is properly entered into the CenturyLink database and transmitted to Publisher, as provided by COMCAST. In the event that CenturyLink incorrectly publishes the Listing Information of a COMCAST subscriber(s), through no fault of COMCAST, CenturyLink shall promptly, but in

any event within ten (10) days of notice from COMCAST, take actions to correct the Listing Information in the CenturyLink database used for publishing Directories, and will reasonably cooperate with COMCAST to investigate and resolve the cause of the errors in an expeditious manner. If the Parties disagree as to their responsibilities pursuant to this Section 3.b, either Party may invoke the Dispute Resolution terms of this Agreement.

- c. CenturyLink shall make available, at no charge to COMCAST or its Subscribers, one listing for each COMCAST business customer under the appropriate heading (if such heading is supplied by COMCAST) in CenturyLink's applicable classified Directories, such headings and Directories to be determined at CenturyLink's discretion. CenturyLink shall work cooperatively with Comcast to ensure any such listings for government agencies are also included in the appropriate section and under the appropriate heading.
- d. At COMCAST request, CenturyLink shall include, at no additional charge, COMCAST critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where COMCAST offers Local Service, in accordance with CenturyLink's standards for inclusion in a given Directory. For this purpose, COMCAST must: supply in a timely manner critical contact information needed by CenturyLink to produce information pages, and ensure that critical contact information telephone numbers are working numbers. Critical contact information includes COMCAST's name and logo, telephone numbers for telephone services, billing, and repair services.
- e. Except as provided in Section 7.b. below for the annual one time submission of Listing Information to the Publisher, CenturyLink shall not be restricted in supplying to third party directory publishers COMCAST Subscriber Information pursuant to this Appendix and interfiled with Listing Information of CenturyLink and other CLEC subscribers as may be required to fulfill regulatory and legal requirements for the sole purpose of publishing directory listings. Further, the Parties agree that such Listing Information provided to third party directory publishers shall not contain information or data that could be used to distinguish COMCAST Subscribers from CenturyLink or other CLEC Subscribers.
- f. CenturyLink shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to COMCAST or Subscribers, in accordance with CenturyLink's procedures, provided that physical Directory delivery information has been provided by COMCAST. Thereafter, and for the life of the Directory, CenturyLink shall undertake distribution to all new COMCAST Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyLink's

receipt of necessary Subscriber information. Such Secondary Distribution shall be in accordance with CenturyLink's standard procedures. CenturyLink shall make available in the published Directory to COMCAST's Subscribers an 800 number to use for any Secondary Distribution requirements.

- g. Except where COMCAST elects to submit Listing Information directly to the Publisher, CenturyLink shall provide an extract of COMCAST Subscribers' alphabetical listings thirty (30) days prior to the Business Office Close ("BOC") date for a Directory publication (generally referred to as a "Galley Proof"). Said review process shall be subject to the availability of COMCAST Listings in advance of publication and within the time/deadline constraints imposed by CenturyLink and/or its Publisher as set forth above in Section 2. COMCAST shall be responsible for any costs associated with the review process charged by CenturyLink and/or its Publisher; provided however, where such costs associated with the review process are not set forth in Exhibit A to this Agreement, CenturyLink shall provide in writing costs to be incurred and obtain the prior written consent of COMCAST before engaging in any such work on behalf of COMCAST.
- h. Within ten (10) business days of a request by COMCAST, CenturyLink will provide COMCAST with the appropriate contact information for the CenturyLink directory publisher.
- i. CenturyLink shall provide notice of Directory Service process or guideline changes to COMCAST as soon as such change is practicably known to CenturyLink but no less than thirty (30) days prior to the effective date of such change. Notice of such changes will be provided via the Electronic web notification process.

#### **4. DIRECTORY ADVERTISING**

COMCAST acknowledges and agrees that this Agreement does not cover the provision of Directory advertising, and COMCAST expressly acknowledges that any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyLink's standard Contract for Directory Advertising Services, and at the prices which CenturyLink may have in effect from time to time.

#### **5. COOPERATION**

The Parties acknowledge and agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.



## **6. SALES AND PUBLISHING PROCEDURES**

CenturyLink shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All COMCAST listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyLink's Directories. CenturyLink shall periodically supply COMCAST with updates concerning publishing schedules and related matters.

Nothing in this Agreement shall be construed as limiting CenturyLink from entering into an agreement with a third party, in its sole discretion, to act as Publisher; provided however, in the event that COMCAST chooses to provide listings via an annual data file, CenturyLink will notify COMCAST in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a decision to change in publishers. Such notice will include contact information of the new directory Publisher and any known changes that will impact the process by which the COMCAST's listings are to be included in the directory publication and distribution.

## **7. SUBMISSION OF LISTINGS FOR PUBLICATION**

COMCAST may choose to send Subscriber Listing Information via the LSR/DSR process or an annual data file. For applicable directory markets inclusive, COMCAST must choose either the LSR/DSR process or the annual data file method. If at any time COMCAST wishes to change the methodology used previously, COMCAST must notify CenturyLink in writing and the appropriate process will be instituted. Notification must be received at least one-hundred eighty (180) days before the desired effective date for the change of methodology. The Parties will work cooperatively together to effect such change.

### **a. LSR/DSR Option for submitting Directory Listings**

1. COMCAST will submit directory listing requests for applicable listings, additions, changes, deletions via the LSR/DSR Process.
2. Notwithstanding anything herein or in related documents or guidelines, unless otherwise agreed by the Parties, CenturyLink will process all COMCAST orders within forty-eight (48) hours of being submitted by COMCAST.

### **b. Annual File**

1. COMCAST may submit listings via an annual data file on a per Directory basis. Listing Information submitted via an annual data file will not be entered into CenturyLink's own system, or rekeyed. CenturyLink shall direct its Publisher to handle Listing Information submitted via an annual data file by COMCAST pursuant to the terms of this Appendix and interfile COMCAST Subscriber Listings alphabetically with CenturyLink's Subscriber

Listings in the local white pages, and where applicable the Yellow Pages for business listings.

2. The File should be supplied in an Excel spreadsheet, or other format as the Parties may mutually agree, with listing name, number and address information. Any captions should have indent levels supplied and any business listing should have a Yellow Page Header supplied as well. A separate file should be sent for each book and should include only those numbers that are to be published.
3. It is COMCAST's responsibility to ensure the annual data file is provided to CenturyLink and or the Publisher (if so elected by COMCAST) before the corresponding close date each year; provided however, CenturyLink must provide notice of the close date each year at least one hundred twenty (120) days prior to such close date
4. COMCAST will provide a separate distribution file (marked 'distribution only') containing all subscribers for the applicable Directory area.
5. COMCAST is responsible for selling its listings to third party requestors if COMCAST selects the annual data file method.
6. There is no charge for the annual data file to be supplied by COMCAST.

## **EXHIBIT A**

### **Description of Services:**

#### Preliminary Pages

- Critical customer contact numbers for billing, service, repair
- If requested by COMCAST, listing of COMCAST name and address in alphabetical order on page(s) titled "Other Telephone Service Providers"

#### Directory Listings

- A white pages listing for each COMCAST subscriber to be published
- A standard regular listing in classified section of directory for each COMCAST business subscriber to be published
  - A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided by CenturyLink
- Fulfillment of orders for directory listings to 3<sup>rd</sup> party directory publishers on behalf of COMCAST \*
- A listing in the appropriate section of the directory for government agencies.

#### White Pages Gallies \*

- One white pages galley for each directory to proof prior to publication at no charge
- Additional galleys available upon request
- One white page galley will be supplied only if the listings are maintained by CenturyLink

#### Copies of Directories

- One copy of telephone directory to COMCAST at time of publication
- Delivery of directories to COMCAST subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified for hand delivery. For mailed, all quantities default to 1) during initial distribution
- For secondary distribution 800# must be used.

#### Directory Service Request \*

- Service order processing to update, establish or change a directory listing

### **\*Applies only where the LSR/DSR Process is used by COMCAST**

### **DIRECTORY SERVICES FEE SCHEDULE:**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Fee</u></b>
Preliminary Pages	Listing of COMCAST and contact numbers	No Charge
Directory Listings	Subscriber Listings	No Charge
Additional Listing		See attached Schedule of Tariff references

Other Directory Listing Services shall be provided at rates set forth in applicable tariffs.

White Pages Galleys	First galley	No Charge
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Ad Hoc (Each Additional) Galley	\$150.00 ea.
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Copies of Directories for Subscribers	No Charge
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Directory Service Request (DSR applies when Directory request is made in a separate stand alone submission. If a Directory Request is made on a submission of an LSR, then the LSR charge only applies)

Directory Service Request ("DSR") to update or establish listing	\$5.61
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